

# **\*\*Viola Residential Fiber Internet\*\***

Name (Please Print): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing address if different: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_) \_\_\_\_\_

**PACKAGES:** Check all services for which you are applying.

**\$49.95 Installation Fee applies to all Packages – Installation fee must be paid in advance**

## Downstream/Upstream

- BRONZE - up to 50 MB/4 MB - \$34.95/month
- SILVER - up to 75 MB/8 MB - \$49.95/month
- GOLD - up to 100 MB/15 MB - \$69.95/month
- PLATINUM 100 up to 100 MB/100MB - \$140.00/month
- DIAMOND up to 200 MB/200MB- \$200.00/month
- ROUTER \$55.00

Maintenance pkg. \$3.50/month

\_\_\_\_\_ **Accept** \_\_\_\_\_ **Decline**

Maintenance pkg. includes replacing of ONT (Optical Network Terminal) and wiring from lightning or any natural cause.

## **Prices and availability are subject to change without notice.**

You will be billed monthly for services provided by Viola Home Telephone Company. These are all acceptable forms of payment.

- \* Check or Cash
- \* Credit Card
- \* EFT (Electric Funds Transfer)
- \* Paypal from our website [www.violatel.com](http://www.violatel.com)

**NOTE:** Applicant must be at least 18 years of age to apply for service. Your signature indicates acceptance of the “VIOLA TERMS AND CONDITIONS” (attached). Customer agrees to pay for Fiber service for a **minimum of six (6) months**. If Customer terminates service within the first six (6) months, the Customer must continue to pay the monthly service fee for the remainder of the initial 6-month term. Please refer to Item 3 on the TERMS AND CONDITIONS.

**Customer Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

\_\_\_\_\_ (**Initial**) Upon termination of service I will return equipment to the Viola Home Telephone office or will make arrangements to have it picked up by the service technicians.

\_\_\_\_\_ (**Initial**) I have read and agree to the Viola Communications Inc.'s Acceptable Use Policy

**Please return to:** VIOLA COMMUNICATONS, INC. PO BOX 309 VIOLA, IL 61486  
Voice: (309)596-2222 FAX: (309)596-2079

**Viola Home Telephone Company is an equal opportunity provider and employer**

## **FIBER INTERNET TERMS AND CONDITIONS**

- 1) By signing this registration form and agreement, you (Customer) must be at least 18 years of age and agree to the following terms and conditions of the service described below.
- 2) These services are provided by Viola Communications, Inc. P O Box 309 Viola, IL 61486. This agreement shall be governed by and construed in accordance with the laws of the state of Illinois applicable to contracts to be performed entirely within the state.
- 3) The ONT (Optical Network Terminal) will be provided by VCI and in consideration for VCI providing the DSL Service, Customer agrees to pay the installation fee and the monthly service fee for a minimum of six (6) months. If the service is terminated within the first six (6) months, the Customer must continue to pay the monthly service fee for the remainder of the initial 6-month term. Both VCI and Customer may terminate this Agreement at any time, after the initial 6-month term, by giving written notice to the other. Such notice is effective when given and Customer is obligated to pay for service through the termination date. The only warranty covering the ONT and battery back-up system provided by Viola Communications, Inc. is the manufacturer's warranty of thirty (30) days. Beyond the 30-day manufacturer's warranty, Customer shall be responsible for repair or replacement of the ONT with like equipment.
- 4) In order to properly maintain the VCI network, VCI reserves the right to change Customer's IP, gateway, and subnet addresses.
- 5) All charges will be billed by VCI on the 9th of each month, payable by the 30th of that same month. Failure to pay by the specified due date may result in your service being discontinued. A reconnect fee will be required to reestablish service.
- 6) If your VCI account is discontinued for any reason, VCI assumes no responsibility for recovery of your data.
- 7) VCI makes no express or implied warranty of any kind. There is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided by VCI. VCI makes no attempt to verify accurate receipt of any message and is not responsible for any loss of data resulting from delays, non-deliveries, incorrect deliveries or service interruptions, including those caused by the negligence, errors or omissions of VCI, nor for consequential damages regardless of their cause.
- 8) Customer agrees to comply with the terms governing use of the VCI network as set forth in the VCI "Acceptable Use Policy", as they may change from time to time. Any changes to the terms governing use of the VCI network will be posted.
- 9) By accessing and using the VCI network, user is consenting to system monitoring for law enforcement and other purposes. Unauthorized use of, or access to, this computer system may subject users to criminal prosecution and penalties. User agrees to indemnify VCI against liability for any and all use of user's account.

To report an incident of policy abuse please send detailed email to: [info@violatel.com](mailto:info@violatel.com).

Subscribers may use their accounts and visitors to Viola Communications Inc.'s websites (collectively, with subscribers, "Customers") may use Viola Communications Inc. for communications, research, public relations, education, and entertainment. This statement describes certain uses which are consistent with the purposes of the Internet. It is not intended to exhaustively list all such possible uses or abuses. Viola Communications Inc. expects its Customers to respect the culture and civility of communications and disclosure on or through the Internet. Viola Communications Inc. expects its Customers to respect privacy, legal issues, and be courteous to other Internet users and network resources

#### **. Ethical Guidelines**

Viola Communications Inc. expects Customers to:

- obey all federal and state laws regarding use of the Internet and information obtained or transmitted through the Internet.
- respect the ownership of information including copyright and license agreements.
- be courteous of others and their right to voice their opinions.
- respect the culture and civility of communication and disclosure on or through the Internet.

#### **Legal Issues**

Customers may not use Viola Communications Inc.'s service:

- to violate any copyright laws. Copyright violations will result in termination of service and Customers will be responsible for all costs, administrative and legal, associated with the copyright violations.
- for any purpose which violates US federal or state laws.
- to interfere with or disrupt network users, services or equipment, including distributing unsolicited advertising, propagating computer worms or viruses, and using the network to gain unauthorized entry to other computational, information, or communications devices or resources.
- to transmit threatening, obscene, or harassing materials.

#### **Network Integrity or Efficiency**

We monitor our network 24 hours a day 7 days a week. Our techs are paged by the network when an outage occurs.

Customers may not use Viola Communications Inc.'s service:

- in a manner that precludes or significantly hampers use of the network by others.
- to send messages likely to result in the loss of any recipient's work or system.
- to send or respond to "chain letters".
- to broadcast messages to lists or individuals that have not explicitly expressed an interest in such messages, particularly where such use causes congestion of the networks or otherwise interferes with the work of others.
- to intentionally develop programs that harass other users or infiltrate a computer or computing system and/or damage or alter the software components of a computer or computing system.

#### **Courtesy Please**

Customers must be courteous in their use of the Internet. Please:

- respect the privacy of other Customers. For example, you should not intentionally seek information about, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent yourself as another user unless explicitly authorized to do so by that user.
- respect the legal protections provided to programs and data by copyrights and licenses.
- use the Internet in ways consistent with ethical guidelines and accepted community standards; malicious use is not acceptable.
- follow the Acceptable Use Policies or Terms and Conditions of any networks you may use as a File Transfer Protocol (FTP) or a Telnet site.
- be aware that many networks are production or communications networks that many people rely on for business, education, or communications; uses that significantly interfere with the ability of others to make effective use of the network are not acceptable.
- assume that information and resources are private to the individuals and organizations which own or hold rights to those resources and information unless permission to use the information and resources has been granted by the owners or holders of the rights to the resources or information.

### **Commercial Use**

Many networks sponsored by the government or educational institutions still have stringent restrictions on commercial use. While the opportunities for commercial use are extremely attractive, there are accepted methods of accomplishing commercial objectives. Other Internet users must seek out or ask for the information.

You must appropriately market, or advertise for your products or services. For example, you may purchase space for a commercial World Wide Web site to advertise products or services and give support or ordering instructions, or you may start a news group to open a forum for discussion. Other Internet users may then choose to view your Web pages or participate in discussions.

Unsolicited advertising is not acceptable. Advertising is permitted on some mailing lists and news groups if they explicitly allow advertising. Announcements of new products or services are acceptable. **OWNERSHIP/COPYRIGHT/TRADEMARKS** Information, including trademarks and copyrighted material, specific to and available on Viola Communications Inc.'s website is the property of Viola Communications Inc.. Customers shall not redistribute, reproduce, or commercially exploit such information without express written permission of Viola Communications Inc..

Customers hereby agree that any material they submit for publication on Viola Communications Inc. shall not violate or infringe upon any copyright, trademark or patent, or statutory, common law or proprietary rights of others, or contain anything obscene, objectionable, or libelous. By submitting material for publication on Viola Communications Inc., Customers grant Viola Communications Inc. a non-exclusive license to reproduce, display, modify and distribute the material worldwide. Customers retain all rights they may have to such information.

The Digital Millennium Copyright Act ("DMCA") authorizes copyright owners to compel Viola Communications Inc., by the terms of a subpoena, to provide information about Customers' use of Viola Communications Inc.'s service concerning violations of copyright law. A Customer who is the subject of any such subpoena hereby agrees to reimburse Viola Communications Inc. for any costs associated with complying with the subpoena.

The DMCA also allows copyright owners to request that Viola Communications Inc. remove or disable access to material that violates the owner's exclusive rights under copyright law. If you are a copyright owner and believe that your work is accessible on Viola Communications Inc. in a manner that violates copyright law.

Viola Communications Inc. reserves the right to change its services without notice, including but not limited to, access procedures, hours of operation, menu structures, commands, documentation, and services offered. Viola Communications Inc. may modify the terms and conditions of this Acceptable Use Policy at any time. Notice that the terms and conditions of the Acceptable Use Policy have been modified will be published on Viola Communications Inc.'s homepage; [www.violatel.com](http://www.violatel.com). Customers' use of Viola Communications Inc. after such notice is posted shall constitute Customers' acceptance of such modifications.

Viola Communications Inc. reserves the right to delete Customers' personal files which have not been accessed for more than one (1) month.

Customers understand that Viola Communications Inc.'s services may be interrupted for several reasons, including but not limited to, malfunctions, maintenance, improvement or as required to protect network resources in the event of malfunctions or misuse. Customers understand that they may not receive advance notification of any such interruption of service. Scheduled outages will be publicized online.

Viola Communications Inc. shall not be liable for any delay in, or failure to perform, the services when those delays or failures are caused by circumstances entirely beyond Viola Communications Inc.'s control, such as those occasioned by acts of God or other causes, or which it could not have reasonably foreseen, or any other cause which similarly impedes the providing of service.

Viola Communications Inc. does not monitor the content of information that is submitted to Viola Communications Inc.'s network. Viola Communications Inc. reserves the right in its sole discretion to delete any information entered into Viola Communications Inc.'s computer systems by Customers. Viola Communications Inc. and its authorized representatives shall have the right in its sole judgment, but shall not be obligated, to edit publicly viewable information.

Viola Communications Inc. may immediately suspend a Customer's access to the service upon any breach of any of the terms and conditions of this Acceptable Use Policy by the Customer, including, but not limited to, refusal or failure to pay for services provided or disruptive online behavior.

Viola Communications Inc. reserves, in its sole discretion, the right to terminate access to its services for any Customer Account(s) that has/have been inactive for six (6) months or longer.